

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 07		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 53		3. EFFECTIVE DATE JUL 13 2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		PS22E/MCE		7. ADMINISTERED BY (If other than Item 6) CODE		PS22E/MCE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812				Procurement Office/PS22E George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges				<div style="border: 1px solid black; padding: 5px;"> 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C 10B. DATED (SEE ITEM 13) December 4, 2003 </div>		
Code 4U825		FACILITY CODE 128960				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Cost Reimbursement (AUG 1987) Alt I (APR 1984), FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 67,256,845	\$ 2,658,220	(\$ 68,829)	\$ 1,431,351	(\$ 42,295)	\$ 71,235,292	\$ 61,057,451
This Mod	<u>23,904</u>	<u>1,227</u>	<u>-0-</u>	<u>661</u>	<u>-0-</u>	<u>25,792</u>	<u>-0-</u>
New Total	\$ 67,280,749	\$ 2,659,447	(\$ 68,829)	\$ 1,432,012	(\$ 42,295)	\$ 71,261,084	\$ 61,057,451

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janice P. Burrough Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY	16C. DATE SIGNED JUL 13 2003
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. This purpose of this modification is to add the Solar B Mission Support effort in accordance with Control Board Directive HM3-00-3247, ECR HOSC-06-012A to the existing Performance Work Statements for IDIQ Task Orders and to implement the negotiated equitable adjustment and funding therefore.

2. A breakout of the negotiated cost and fee adjustments for performance of the Solar B Mission Support effort is shown below. Changes to existing values are depicted in italics:

	<u>Basic CY06</u>	<u>Total</u>
Estimated Cost	\$ 23,904	\$ 23,904
Fee	<u>1,888</u>	<u>1,888</u>
Total	\$ 25,792	\$ 25,792

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 67,256,845	\$2,658,220	\$ 1,431,351	\$ 71,235,292
This Mod	<u>23,904</u>	<u>1227</u>	<u>661</u>	<u>25,792</u>
New Amt	\$ 67,280,749	\$ 2,659,447	\$ 1,432,012	\$ 71,261,084

		<u>Maximum Award Fee</u>			<u>Maximum Incentive Fee</u>		
<u>Evaluation Period</u>		<u>Previous</u>	<u>Mod 53</u>	<u>New Amt</u>	<u>Previous</u>	<u>Mod 53</u>	<u>New Amt</u>
01/01/04-06/30/04	1	\$485,012	-0-	\$485,012	\$208,928	-0-	\$208,928
07/01/04-12/01/04	2	\$480,581	-0-	\$480,581	\$269,221	-0-	\$269,221
01/01/05-06/30/05	3	\$429,446	-0-	\$429,446	\$241,686	-0-	\$241,686
07/01/05-12/31/05	4	\$419,599	-0-	\$419,599	\$236,384	-0-	\$236,384
01/01/06-06/30/06	5	\$423,426	-0-	\$423,426	\$238,447	-0-	\$238,447
07/01/06-12/31/06	6	\$420,156	<i>\$1227</i>	\$421,383	\$236,685	<i>\$661</i>	\$237,346
01/01/07-06/30/07	7	\$415,540	-0-	\$415,540	\$223,753	-0-	\$223,753
07/01/07-12/31/07	8	\$415,540	-0-	\$415,540	\$223,752	-0-	\$223,752
1/01/08-06/30/08	9	\$417,914	-0-	\$417,914	\$225,031	-0-	\$225,031
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>-0-</u>	<u>\$417,913</u>	<u>\$225,030</u>	<u>-0-</u>	<u>\$225,030</u>
		\$4,325,127	\$1227	\$4,326,354	\$2,328,917	\$661	\$2,329,578

3. In addition, the contract is hereby changed in the following particulars:

i) Attachment J-9, Performance Work Statements for IDIQ Task Orders, is hereby revised to include the PWS for the Solar B Mission Support effort as follows:

Task 14 Solar-B Mission Support

Per PWS 4.0 Operations and Maintenance- The contractor shall provide support to the Solar-B launch to occur in September, 2006 by providing receipt of S-band engineering telemetry from Goddard Space Flight Center over the Closed IOnet and distribute the S-Band engineering telemetry data to the Institute of Space and Aeronautical Science (ISAS) Solar-B Control Center over the NISN SIP service. The contractor shall provide test/check support for 5 simulations of 8 hours each to be provided from 2 months prior to launch and real-time support thru launch plus 20 days. Record data at HOSC and deliver to ISAS on hard media post mission. After ISAS confirms receipt, data may be deleted. The contractor shall provide applicable support to the Solar-B mission as required in Para 4.1 through 4.6.

ii) Section B.7.1, IDIQ Task Order Performance Schedule, is hereby revised to include the performance schedule for the Solar B Mission Support effort as follows:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2006	14 Solar B Mission	20 July 2006- 20 Oct 2006	\$25,792	53

iii). Clause B.2 Estimated Cost, Award Fee And Performance Incentive Fee

Paragraph (a) and (b) The Estimated Cost of this contract is hereby increased by \$ 23,904, (from \$ 67,256,845 to \$ 67,280,749). The Maximum Award Fee is increased by \$ 1227 (from \$ 2,658,220 to \$ 2,659,447), and the Maximum Performance Incentive Fee is increased by \$ 661 (from \$ 1,431,351 to \$ 1,432,012).

Paragraph (d) Maximum Award Fee for Evaluation Period 6 is hereby increased by \$1227 from \$420,156 to \$421,383. Maximum Incentive Fee for Evaluation Period 6 is hereby increased by \$661 from \$236,685 to \$237,346.

iv) Part III-List of Documents, Exhibits, and Other Attachments, Section J- List of Attachments is hereby updated to include page 2 of Attachment J-9, Performance Work Statements for IDIQ Task Orders.

4. To effect the foregoing, the contract is changed in the following particulars: Clause B.2, Estimated Cost, Award Fee and Performance Incentive Fee, is hereby deleted in its entirety and the revised clause B.2, shown on enclosed replacement pages B-1 through B-2A, is substituted in lieu thereof. Clause B.7.1, IDIQ Task Order Performance Schedule is hereby deleted in its entirety and the replacement page B-6A is substituted in lieu thereof. Attachment J-9 Performance Work Statements for IDIQ Task Orders page J-9-1 is hereby deleted in its entirety and the replacement pages J-9-1 and J-9-2 are substituted in lieu thereof. Part III, Section J-List of Documents, Exhibits and Other Attachments is hereby deleted in its entirety and the replacement page J-1 is substituted in lieu thereof.

5. In order to implement the contract changes resulting from this modification, the page (s) listed below is added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>UCF Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A B-6A	B-1, B-2, B-2A B-6A
Part III Section J-List of Documents, Exhibits and Other Attachments	J-1	J-1
Attachment J-9, Performance Work Statements for IDIQ Task Orders	J-9-1 through J-9-2	J-9-1

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Identification
Modification No. 53

Proposal Number
COLSA No. 06-06-130 dtd June 22, 2006

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

- (a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.
- (b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.
- (c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

- (a) The estimated cost of this contract is \$ 67,280,749. The maximum award fee is \$ 2,659,447. The maximum performance incentive fee is \$1,432,012. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$ 71,261,084.
- (b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$67,280,749	\$2,659,447	(\$63,710)	\$1,432,012	(\$42,295)	\$71,261,084

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$20,701,253	\$827,624	TBD	\$445,644	TBD	\$21,974,521
Option 2 (1/1/08 – 12/31/08)	\$20,861,538	\$835,827	TBD	\$450,061	TBD	\$22,147,426

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,383	\$237,346
01/01/07-06/30/07	7	\$415,540	\$223,753
07/01/07-12/31/07	8	\$415,540	\$223,752
1/01/08-06/30/08	9	\$417,914	\$225,031
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>\$225,030</u>
		\$4,326,354	\$2,329,578

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	\$ 420,299	\$ 9,147
July 1 - December 31, 2005	\$414,480	\$ 5,119
Total	\$1,745,809	(\$68,829)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 - December 31, 2005	\$ 236,384	\$ -0-
Total	\$ 913,924	(\$ 42,295)

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

ATTACHMENT J-9**PERFORMANCE WORK STATEMENTS FOR IDIQ TASK ORDERS****TASK 06**

Per PWS 3.2.5.1 EHS Cost Savings Initiative and 4.7.1 Specific Mission Support, the NRT data storage capability will be increased to hold a minimum of 2-Years of down-linked telemetry, with significant expansion room to hold additional data as the ISS grows. The 2-Year NRT project will also enhance the user's ability to retrieve data sets by simplifying the process for requesting archived data and by decreasing data retrieval time. Note that the NRT system does not process or store Ku-Band payload science data. This data is stored and made available to users by the Payload Data Services system (PDSS).

TASK 08

Per PWS 3.1.1 System Engineering

Identify and analyze MSFC requirements for the NASA voice switch enhancement project and prepare the specification and other necessary procurement documentation.

Task 10- Agency Wide Mission Voice Switch Systems Replacement (MOVE) ECR HM 3107

Per PWS 2.1 Contract Management, 3.1.1 System Engineering and 4.4 HOSC Mission Services

Support the HQ Project, in accordance with the HQ SOW provided separately, to capture MSFC requirements and build project procurement specifications. Following contract award, generate Purchase Orders (POs); receive, install, test, train, and cutover/transition to new voice system. Included in the HQ Project-level activities are Center-specific tasks; System Requirements Review (SRR), Product Design Review (PDR), System Design Review (SDR), and Critical Design Review (CDR) activities. Additionally, MSFC is tasked with site preparations for new Switch delivery, which includes any facility mods, transition hardware and strategy, documentation updates, and vendor site surveys.

Task 11- NASA Technology Refresh Systems (NTR) ECP 01-2005 HM 3130 ECR HOSC -04-034

Per PWS 3.1.4 – Network Engineering, the contractor will provide the support required to accommodate the new NASA Technology Refresh systems to the HOSC. The proposed support includes cable installation, cutover/validation support and removal of legacy network interfaces and equipment.

Task 13- Per PWS 3.1, Engineering and Integration

The contractor shall provide technical expertise and services to the C3I Architecture Team activity. This work shall include: Providing systems engineering and technical expertise to help define the data systems architecture for future NASA exploration programs.

Providing analysis of various options for the future data systems architecture

Producing text and documentation which supports and defines the current technical direction of the data system architecture definition

Producing prototype data systems and software as needed to test and verify the concepts of the proposed future architecture for the NASA exploration programs.

Leading and supporting various inter-center team activities that are needed to coordinate the delivery of C3I Architecture Team products.

The detailed day-to-day tasks are provided by and coordinated by the NASA team leads on the C3I Architecture team.

Task 14- Solar B Mission Support

Per PWS 4.0 Operations and Maintenance- The contractor shall provide support to the Solar-B launch to occur in September, 2006 by providing receipt of S-band engineering telemetry from Goddard Space Flight Center over the Closed IOnet and distribute the S-Band engineering telemetry data to the Institute of Space and Aeronautical Science (ISAS) Solar-B Control Center over the NISN SIP service. The contractor shall provide test/check support for 5 simulations of 8 hours each to be provided from 2 months prior to launch and real-time support thru launch plus 20 days. Record data at HOSC and deliver to ISAS on hard media post mission. After ISAS confirms receipt, data may be deleted. The contractor shall provide applicable support to the Solar-B mission as required in Para 4.1 through 4.6.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Pages</u>
J-1	Performance Work Statement	36
J-2	Data Procurement Document	41
J-3	Applicable Regulations and Procedures	3
J-4	Acronyms and Abbreviations	11
J-5	Government Furnished Property	74
J-6	Work Breakdown Structure	2
J-7	Fee Evaluation Plans	6
J-8	Installation-Provided Property and Services	2
J-9	Performance Work Statement for IDIQ Task Order	2
J-10	SCA Wage Determination	10
J-11	Marshall Values	1
J-12	MOVE HQ Support Statement of Work	3

B.7.1 IDIQ Task Order Performance Schedule

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21 Jan 2004 – 31 May 2004	\$399,826	3
2004	01/Revision A	21 Jan 2004 – 05 July 2004	n/a	9
2004	02 TD04c-01	5 April 2004 – 31 July 2004	\$22,814	12
2004	03 2 nd Gen.	19 July 2004 – 23 July 2004	\$4,687	13
2004	04 TD-03,04,06	01 Jan 2004 – 31 Dec 2004	\$110,300	17
2004	05TD-02,05	17 May 2004 – 30 Sept 2004	\$59,416	17
2004	06 2Yr NRT	01 Jan 2004 – 30 Sept 2004	\$263,869	22
2004	07 IDEA, MOVE, Shuttle Area Additions	15 Oct 2004 – 31 Dec 2004	\$98,558	24
2004	08 MOVE Early FY05	01 Oct 2004 – 31 Dec 2004	\$77,303	24
2004	09 EPIC FY05 Procurements	13 Dec 2004 – 31 Dec 2008	\$194,753	25
2005	10 Agency Wide MOVE	01 Jan 2005 – 31 Dec 2005	\$170,798	27
2006	10 Agency Wide MOVE	01 Jan 2006 – 31 Dec 2006	\$227,385	27
2007	10 Agency Wide MOVE	01 Jan 2007 – 31 Dec 2007	\$223,915	27
2005	11 NTR System	24 Oct 2005 - 31 Dec 2006	\$176,722	41
2005	12 PDL Library	16 Dec 2005 – 31 Dec 2006	\$22,675	44
2007	12 PDL Library	01 Jan 2007 – 31 Dec 2007	\$9,283	44
2008	12 PDL Library	01 Jan 2008 – 31 Dec 2008	\$9,523	44
2005	13 C3I effort	22 Nov 2005 - 31 Dec 2005	\$11,241	46
2006	13 C3I effort	01 Jan 2006 - 30 Sept 2006	\$68,733	46
2006	14 SOLAR B Mission	20 July 2006 - 20 Oct. 2006	\$25,792	53

Performance Work Statements not referenced in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

B.7.2 Special Threshold For Task Directives

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

B.8 IDIQ Schedule Of Rates The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7, Task Ordering Procedure.